

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 05-290**

The City of Lincoln/Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

### **Household Hazardous Waste Collections, Hazardous Waste Services for City and County Departments, and Limited Small Business Hazardous Waste Services**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, November 23, 2005 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered. **Fax or e-mail proposals are not acceptable.** Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective bidders must monitor the bid listing for any addendums.

**COST PROPOSAL**  
**Household Hazardous Waste Collections,**  
**Hazardous Waste Services for City and County Departments,**  
**and Limited Small Business Hazardous Waste Services**

The undersigned signatory, having full knowledge of the requirements of the City of Lincoln for the below listed services, agrees to enter into a contract with the City for the below listed item/s for the performance of this Specification, complete in every respect, in strict accordance with contract documents and for the fees listed below.

Household Hazardous Waste Collection, Hazardous Waste Services for City and County Departments, and Limited Small Business Hazardous Waste Services

Prepared by the  
Lincoln-Lancaster County Health Department  
Environmental Public Health Division  
3140 N Street  
Lincoln, NE 68510

**COST PROPOSAL**

#	Item	Management/Disposal Method	Unit	Unit Cost
	<b>HOUSEHOLD HAZARDOUS WASTE COLLECTIONS</b>			
<b>1</b>	<b>Mobilization/Demobilization On-Site Labor/ and On-Site Equipment</b>	N/A	Per Collection Site:	\$
			One Day HHW Collection	\$
			One Day and One Afternoon HHW Collection	\$
			One Day and One Afternoon CESQG Event	\$
			Pick up for City/County Agencies within 2 weeks of request.	\$
<b>2</b>	<b>Waste Characterization Services</b>			
		Field Analysis	Per Sample	\$
		Fuel Blend Analysis	Per Waste Stream	\$
		Full Analysis	Per Waste Stream	\$
		Per Unknown Container	Per Test	\$
		TCLP Analysis	Per Waste Stream	\$
	<b>Other (Please Specify)</b>			\$

#	Item	Management/Disposal Method	Unit	Unit Cost
3	<b>Liquid Non-Halogenated Flammables</b>	Specify Disposal Method	Specify Unit	N/A
		Bulking Labor at Collection Site	Per Man/Hour	\$
		Bulking Labor at Receiving Facility	Per Bulked Gallon	\$
		Liquids Incinerated as Alternative Fuel	Per Pumpable Gallon	\$
		Sludge Incinerated as Alternative Fuel	Per Non-Pumpable Gallon	\$
		Liquids Incinerated as Hazardous Waste	Per Pumpable Gallon	\$
	<b>Other Disposal Method]</b> (Please Specify)	Labpack	Per Pound	\$
4	<b>Inorganic Poisonous Compounds</b>	Specify Disposal Method:	Specify Unit	N/A
	Inorganic Poisonous Liquids Labpacked		Per Pound	\$
	Bulk > 5 gallon		Per Gallon	\$
	Inorganic Poisonous Solids		Per Pound	\$
5	<b>Organic Poisonous Compounds (Halogenated Solvents &amp; Pesticides)</b>			N/A
	Organic Poisonous Solids		Per Pound	\$
	Organic Poisonous Liquids		Per Pound	\$
	Organic Poisonous Liquids > 5 gallon Bulk		Per Gallon	\$
6	<b>Paint</b>	Specify	Specify Unit	N/A
	Latex Paint	Liquids Bulk, Recycled (Please Specify Method/Use)	Per Pumpable Gallon	\$
		Sludge Bulk, Recycled Please Specify Method/Use	Per Non-Pumpable Gallon	\$
	Latex Paint (Specify Other	Liquids Bulk	Per Pumpable	\$

	Waste Management/Disposal Method:)		Gallon	
<b>#</b>	<b>Item</b>	<b>Management/Disposal Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>6</b>	Latex Paint (Specify Other Waste Management/Disposal Method:) Continued	Sludge Bulked	Per Non-Pumpable Gallon	\$
				\$
<b>7</b>	Oil Based Paint	Specify:	Specify Unit:	<b>N/A</b>
		Liquids Bulked, Recycled	Per Pumpable Gallon	\$
		Sludge Bulked, Recycled (Please Specify Method/Use)	Per Non-Pumpable Gallon	\$
		Liquids Bulked, Incinerated in Fuel Blending (Please Specify Method/Use)	Per Pumpable Gallon	\$
		Sludge Bulked, Incinerated as Hazardous Waste	Per Non-Pumpable Gallon	\$
	Specify Other Waste Management/Disposal Method:	Yard Box, Meter Box, etc.		\$
<b>8</b>	Aerosols	Lab-pack, Incinerated	Per Net Pound	\$
			Per Other Unit: Specify:	\$
		Lab-pack, Treatment	Per Net Pound	\$
			Per Other Unit: Specify:	\$
		Lab-pack, Recycling	Per Net Pound	\$
			Per Other Unit: Specify:	\$
	Aerosols (Specify Other Waste Management/Disposal Method:)			<b>N/A</b>
<b>9</b>	Lab-packs Specify Waste Types	Specify Disposal Method	Specify Unit: i.e., Per Net or Gross Lbs	<b>N/A</b>
	40 CFR 268.42(c)	Direct Incineration	Per 5 Gallon Container	\$
		Direct Incineration	Per 12 Gallon Container	\$

		Direct Incineration	Per 30 Gallon Container	\$
		Direct Incineration	Per 55 Gallon Container	\$
<b>#</b>	<b>Item</b>	<b>Management/Disposal Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>9</b>	Lab-packs <b>Specify Waste Types continued</b>	Specify Disposal Method	Specify Unit: i.e., Per Net or Gross Lbs	<b>N/A</b>
	DOT Lab Packs	Direct Incineration	Per 5 Gallon	\$
		Direct Incineration	Per 12 Gallon	\$
		Direct Incineration	Per 30 Gallon	\$
		Direct Incineration	Per 55 Gallon	\$
<b>10</b>	Dioxins	Specify Disposal Method:	Specify Unit: Per Net or Gross Lbs.	<b>N/A</b>
		Lab-pack/Incineration		\$
<b>11</b>	<b>Polychlorinated Biphenyls (PCB's)</b>	Specify Disposal Method:	Specify Unit: Per Net or Gross Lbs	<b>N/A</b>
		Lab-pack, Incineration (Ballasts, capacitors, oils, paints)		\$
		Lab-pack Treatment		\$
<b>12</b>	<b>Compressed Gas Containers, not empty</b>	Specify Disposal Options – Recycling, Reclamation, Disposal Method, etc.	Specify Unit	<b>N/A</b>
	Specify Type and Sizes(s) Accepted:	Flammable		\$
		Non-flammable		\$
		Toxic		\$
		Reactive		\$
		Corrosive		\$
	Compressed gas containers	Empty		\$
<b>13</b>	Corrosives	Specify Disposal Method	Specify Unit:	<b>N/A</b>
	Liquid Corrosives	Bulked		\$
	Liquid Corrosives	Lab-packed, Incineration		\$

	Liquid Corrosives	Lab-packed, Treatment (Specify)		\$
	Liquid Corrosives	Other (Specify)		\$
	Solid Corrosives	Lab-packed, Incineration		\$
<b>#</b>	<b>Item</b>	<b>Management/Disposal Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>13</b>	Corrosives continued	Specify Disposal Method	Specify Unit:	<b>N/A</b>
	Solid Corrosives	Lab-packed, Treatment (Specify)		\$
	Solid Corrosives	Bulked		\$
	Solid Corrosives	Other (Specify)		
<b>14</b>	Oxidizers	Specify Disposal Method:	Specify Unit:	<b>N/A</b>
	Specify Types if different options used			\$
	Liquid Oxidizers Labpacked		Per pound	\$
	<b>Solid Oxidizers Labpacked</b>		Per pound	\$
	<b>Solid/Liquid Oxidizers Bulked</b>		Per pound/gallon	\$
<b>15</b>	Reactives	Specify Disposal Method:	Specify Unit:	<b>N/A</b>
	Lithium Batteries Intact			\$
	Lithium Batteries (Not Intact)			\$
	Water Reactive			\$
	Peroxide Formers			\$
	Fireworks/Powder (Wetable)			\$
	Flammable Solids			\$
	Organic Peroxides			\$
<b>16</b>	Mercury Compounds	Specify Disposal Method:	Specify Unit:	<b>N/A</b>
	Liquid Mercury (i.e., thermometers, switches, etc.)		<b>Per Net Pound only</b>	\$
	Organic Mercury Compounds		<b>Per Net Pound only</b>	\$
	Inorganic Mercury Compounds		<b>Per Net Pound only</b>	\$
	Fluorescent Lights Tubes		<b>Per Net Feet only</b>	\$

17	<b>Electronic Equipment</b>	Specify Disposal Method	Specify Unit	
	Computer CPU		<b>Per Net Unit</b>	<b>\$</b>
	Computer CRT		<b>Per Net Unit</b>	<b>\$</b>
	Peripheral Components (keyboards, mouse, etc.)		<b>Per Net Unit</b>	<b>\$</b>
<b>#</b>	<b>Item</b>	<b>Management/Disposal Method</b>	<b>Unit</b>	<b>Unit Cost</b>
18	Adhesives	Specify Disposal Method	Specify Unit	
		Bulked	<b>Per Net Gallon</b>	
		Lab Packed	<b>Per Net Pound</b>	
19	Hazardous Waste Liquid <b>(N.O.S.)</b>	Lab-packed, Incinerated Bulked Incineration		<b>\$</b>
	Hazardous Waste Liquid <b>(N.O.S.)</b>	Lab-packed, Treatment (Specify)		<b>\$</b>
	Hazardous Waste Solid <b>((N.O.S.))</b>	Lab-packed, Incinerated Bulked Incineration		<b>\$</b>
	Hazardous Waste Solid <b>(N.O.S.)</b>	Lab-packed, Treatment (Specify)		<b>\$</b>
20	Wastes Containing Asbestos	Specify Disposal Method:	Specify Unit:	<b>N/A</b>
21	<b>Other Waste Types Not Listed (Specify)</b>	Specify Disposal Method	Specify Unit	<b>N/A</b>
	<b>HAZARDOUS WASTE SERVICES FOR CITY/COUNTY DEPT.</b>	N/A	N/A	<b>N/A</b>
22	<b>Mobilization/Demobilization for Services to City of Lincoln-Lancaster County Departments/Agencies.</b> <i>*See Amendment No. 1.</i> NOTE: <i>Master Services Agreement</i> governs terms and conditions of this option.	N/A	Per Service Unit:	<b>\$</b>

	With an associated Household Hazardous Waste Collection			\$
	Without an associated Household Hazardous Waste Collection			\$
	Other Charges/Stop Charges			\$
	<b>LIMITED SMALL BUSINESS HAZARDOUS WASTE SERVICE</b>	N/A	N/A	<b>N/A</b>
23	<b>Limited Mobilization/Demobilization for Services for Small Businesses.</b> <i>*See Amendment No. 1.</i> NOTE: <i>Master Services Agreement</i> governs terms and conditions of this option.	N/A	Per Service Event:	<b>N/A</b>
	Three to four hours on a Thursday or Friday associated with Household Hazardous Waste Collections.			\$
24	<b>Mobilization/Demobilization Costs for “Milk-Run” Small Business Hazardous Waste Collections that coordinates with Household Hazardous Waste Events.</b>	N/A	Stop Charges: Per Service Event:	\$
	<b>Mobilization/Demobilization Costs for “Milk-Run” Small Business Hazardous Waste Collections not associated with a Household Hazardous Waste Collection Event.</b>	N/A	Stop Charges: Per Service Event:	\$
25	<b>County Sweep Event, 2 or 3 Hour stops at small towns in county, 2-4 stops during event.</b>	N/A	Stop Charges: Per Service Event:	\$
26	<b>Disaster Mobilization/Demobilization Costs with 72 hours notice. “Disaster Clean-up” (e.g. tornado, floods, etc. )</b>		Per Call Out	\$
		Labor	Per Man/Hour	\$
		Staff	Per Diem Per Day	\$



COMPANY NAME\_\_\_\_\_

**PROPOSAL**  
**SPECIFICATION NO. 05-290**  
**Household Hazardous Waste Collections,**  
**Hazardous Waste Services for City and County Departments,**  
**and Limited Small Business Hazardous Waste Services**

**OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, November 23, 2005**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful firm's equal opportunity policies, procedures and practices.

The undersigned signatory for the submitter represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 7 COMPLETE SIGNED COPIES OF PROPOSAL AND SUPPORTING MATERIAL**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED PROPOSAL FOR SPEC. 05-290**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
CITY, STATE          ZIP CODE

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
TELEPHONE NO.      FAX NO.

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
TERMS OF PAYMENT

**INSTRUCTIONS TO PROPOSERS  
CITY OF LINCOLN, NEBRASKA  
PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

**5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

**6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

**8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

#### **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **10. LAWS**

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **11. AWARD**

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

**5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

**6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.



- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department

### **6. TERMINATION OF CONTRACT**

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

**Lincoln-Lancaster County, Nebraska**  
**Request For Proposal**  
**Household Hazardous Waste Collections,**  
**Hazardous Waste Services for City and County Departments,**  
**and Limited Small Business Hazardous Waste Services**

Prepared by the  
Lincoln-Lancaster County Health Department  
Environmental Public Health Division  
3140 N Street  
Lincoln, NE 68510  
(Revision No.2)

**CONTENTS-by section:**

1. Definitions
2. Scope of Work
3. Proposal Specifications for Household Hazardous Waste Collection Services
  - 3.1 Proposal Evaluation Criteria
  - 3.2 Proposal Requirements
  - 3.3 Services Requirements
  - 3.4 On-Site Equipment List
  - 3.5 Spill, Fire, Contingency, and Emergency Response Plan(s)
  - 3.6 Waste Analysis Plan
  - 3.7 Handling of Waste Types Collected
  - 3.8 Waste Material Bulking Procedures
  - 3.9 Packaging Guidelines
  - 3.10 Transportation, Storage, and Disposal Facility Listings and Related Information
  - 3.11 Handling, Treatment and Disposal Methods
4. Waste Disposal Hierarchy and Waste Management Options
5. Reports and Manifesting
6. Cost Proposal                      Contractor's shall complete the attached Cost Proposal Form as outlined and submit with Proposal.
- Amendment No. 1                      Proposal Specifications for City and County Departments and Agencies Hazardous Waste Services
- Amendment No. 2                      Proposal Specifications for County Limited Small Business Hazardous Waste Services

## 1. **DEFINITIONS**

Attachments	Proposal Specifications that are additional work to be included as part of the Contract services.
City	Shall mean City of Lincoln, Lancaster County, Nebraska.
Contract	Shall mean the agreement between LLCHD and Contractor's proposal chosen to provide services for Household Hazardous Waste Collection Services. This contract may also include services for City and County Department or Agencies and for Small Business Hazardous Waste Services.
Contract Services	Services to be provided by Contractor as required by Contract.
Contractor	A party who submits a proposal to this Request For Proposal for household hazardous waste. For the purpose of the contract, the proposer who was awarded the contract shall be the contractor required to provide contract services.
County	Shall mean Lancaster County, Nebraska.
Gross Weight	Weight totals prior to bulking, or including container weights.
Gross Volume	Volume totals prior to bulking, consolidation, or container removal.
LLCHD	Shall mean Lincoln-Lancaster County Health Department, Lincoln, Nebraska.
Mobilization Services	Services related to picking up waste other than packaging, characterization, and recycling or disposal services. This includes transportation and associated costs to and from a waste pick-up location to the destination disposal facility.
Net Weight	Weight totals of contents with a one pound minimum.
Net Volume	Volume totals after bulked.
Participant	All household's in Lancaster County.
Temporary Collection Sites	Temporary locations where a household hazardous waste collection event will take place.

## 2. **SCOPE OF WORK**

- 2.1 The LLCHD has held household hazardous waste collections since 1985. This is a request from LLCHD for a quotation for mobilization/demobilization, hazardous waste packaging, transportation, and recycling/disposal services. Historically this has been for 6 to 10 household hazardous waste collections per year depending on funding.  
\*Specifications for this item found in Section 2 through Section 7.
- 2.2 This is also a request from LLDHD for a quotation from the Contractor for mobilization/demobilization, hazardous waste packaging, transportation, and recycling/disposal services for hazardous waste services to be provided upon request to City and County departments.  
\*Specifications for this item found in *Attachment No.1 Specifications for City and County Departments and Agencies Hazardous Waste Services.*
- 2.3 This is also a request from LLCHD for the Contractor to submit a proposal for additional limited hazardous waste services to be provided to local small businesses that are Conditionally Exempt Small Quantity Generators (CESQG) of hazardous waste as part of educational events conducted by the LLCHD.  
\* Specifications for this item found in *Attachment No.2 Specifications for Lancaster County Limited Small Business Hazardous Waste Services.*
- 2.4 This request for proposal includes many, but not all of, the requirements for the contract. These requirements are provided to the Contractor in order to inform the Contractor of what may be required when performing contract services and the costs associated with such services. The Contractor should expect these requirements to be incorporated into the contract.
- 2.5 The following data collected by LLCHD, for household hazardous waste collections are typical participation rates and waste volumes collected for off-site disposal. However, rates and waste volume may vary.
- 2.5.1 Number of participants per collection: 150-450
- 2.5.2 Net weight of waste collected per collection: 5,000 –17,990 pounds
- 2.6 The household hazardous waste collections will take place at different times at different temporary collection sites and there may be a one-day milk-run collection.
- 2.7 There will be one or two collections conducted at rural locations within the County.
- 2.8 Daily collection schedules:
- 2.8.1 All Saturday collections will be open approximately 6 hours from mid morning to late afternoon.
- 2.8.2 Any Friday collections will be open in the afternoon for 3 to 5 hours.

- 2.9 Known and unknown wastes are transported to the temporary collection site by the Participants. These wastes are transported in containers that typically range in size from one (1) to ten (10) gallons in size, but could be up to 55 gallons at the discretion of LLCHD.
- 2.10 The temporary collection facilities will use a drive-through, drop-off waste collection system.
- 2.11 Wastes from businesses, conditionally exempt small quantity generators of hazardous waste, or other extremely small quantity generators of hazardous waste will not be accepted at household hazardous waste collections unless prior arrangements are made with LLCHD Representative.
- 2.12 The term of agreement will be for one (1) year, with options to renew for two (2) additional one year terms.
- 2.13 All events will require separate manifest(s) and billing

### **3. SPECIFICATIONS**

- 3.1. Proposal Evaluation Criteria:
  - 3.1.1. The proposal submitted will be evaluated for the following proposal criteria:
    - 3.1.1.1. Responsiveness and quality of the Technical Proposal.
    - 3.1.1.2. Ability to provide services as described.
    - 3.1.1.3. Liability protection offered to the City and County.
    - 3.1.1.4. Environmental/regulatory compliance status.
    - 3.1.1.5. Company history, track record, and reputation.
    - 3.1.1.6. Cost Proposal.
    - 3.1.1.7. Certificate of disposal and final disposal for all waste streams.
    - 3.1.1.8. Any other criteria deemed necessary to thoroughly evaluate the proposal.
  - 3.1.2. The City and County will award this contract to a Contractor that can provide services meeting all criteria specified in the Technical and Cost Proposals and who can meet all other requirements as specified in this *Request for Proposal*
  - 3.1.3. All alternate disposal or recycling methods can be presented and will be evaluated. The City of Lincoln- Lancaster County Proposal Review and Selection Committee may favor new or alternative methods that are better for the environment and more cost effective.
  - 3.1.4. The City of Lincoln-Lancaster County Proposal Review and Selection Committee will favor Contractor's that use Domestic facilities for deposition and/or recycling of electronic equipment.

## 3.2 Proposal Requirements

### 3.2.1. Contractor's Company Information.

- 3.2.1.1. Contractor shall provide an updated company organizational structure for all entities that will be involved in the contract services.
- 3.2.1.2. Contractor shall provide a five (5)-year environmental compliance history for all entities and facilities that will provide services associated with the contract services.
- 3.2.1.3. All services conducted as part of the contract must be conducted in compliance with all applicable federal, state, and local laws and regulations.
- 3.2.1.4. There will be no sub-contracting allowed for services rendered as part of the contract without prior written approval from the LLCHD.

### 3.2.2. Related Project Experience and References.

- 3.2.1.1 Contractor shall provide a reference list of at least four completed household hazardous waste contracts that have been performed by the Contractor, including: dates services were provided; project names; contact names; addresses; telephone numbers; and a brief description of each household hazardous waste collection service contract it has performed.
- 3.2.1.2 Contractor shall provide a list of all Household Hazardous Waste Collection service contracts that it did not complete and the reasons why such services were not completed.
- 3.2.1.3. Contractor shall provide at least three (3) letters of reference from organizations for which the Contractor has completed household hazardous waste collections and/or other hazardous waste services.

### 3.2.3. Employee Training and Experience.

- 3.2.3.1. Contractor shall provide a detailed training outline that differentiates between training requirements for chemists and training for technicians, and other positions that will be providing services as part of contract.
- 3.2.3.2. The Contractor shall provide an outline of the role of each employee position during on-site collection activities.
- 3.2.3.3. Contractor shall provide a listing of the names of the employees that will be involved in any contract service along with the employee's experience, education, training, and duties to be performed.

- 3.2.3.4. Contractor shall identify a technical contact and/or project manager for each household hazardous waste collection.
- 3.2.3.5. Contractor shall identify an administrative contact who will be available as the contract services are provided.
- 3.2.4. Insurance Requirements.
  - 3.2.4.1 Contractor shall submit a copy of current Company insurance; See attached Insurance Clause to be used for all City of Lincoln and Lancaster County Contracts involving Hazardous Waste Services.
- 3.2.5. Contractor will be required to enter into a Master Services Agreement with the City and County. The Master Services Agreement will be provided by the City and County.
- 3.2.6. LLCHD Representatives, Environmental Compliance Audit of Contractor Disposal, and Recycling Facilities Required.
  - 3.2.6.1. Contractor will be required to provide one (1) visit and shall allow inspections by one or two LLCHD representatives for the purpose of environmental compliance auditing of any facilities receiving waste from household hazardous waste collections, or other collections associated with Attachment No.1 or Attachment No.2 of these Proposal Specifications at a time that is mutually agreeable during the term of the agreement.
- 3.2.7. Meetings Required.
  - 3.2.7.1 Contractor shall participate in a pre-annual operation and post-operation meeting at the LLCHD to finalize contract service plans and/or to discuss follow-up recommendations in an effort to continually improve the contract services.
- 3.2.8 Technical Proposal for Hazardous Waste Services Required.
  - 3.2.8.1. Site Set-Up Model.
    - 3.2.8.1. Contractor shall provide a diagram of a temporary household hazardous waste collection facility.
    - 3.2.8.3 Contractor shall include a diagram that includes traffic flow, positioning of tent(s), fire and spill response, the approximate location of safety equipment and support vehicles.
    - 3.2.8.4 Contractor shall include a diagram of detailed description of site operations, including: receipt, segregation, designation, testing, bulking, packaging, and loading of hazardous waste.



### 3.3. Services Required.

- 3.3.1. The Contractor shall assist the LLCHD at household hazardous waste collection sites.
- 3.3.2 The Contractor shall be responsible for the packaging, transportation, and recycling/disposal of household hazardous waste generated in Lancaster County.
- 3.3.3 The Contractor shall, upon request of the LLCHD, provide staff experienced or trained to coordinate the proposed collection site layout and procedures, as well as other logistics of running the temporary household hazardous waste collection facility.
- 3.3.4 The Contractor shall include movement of a four (4) to six (6) person team per site plus supplies, equipment, packing materials, and any other items necessary to go to and from the temporary collection event.
- 3.3.5 The Contractor shall be responsible for providing personnel for two (2) hour set up and two (2) hour decommission of the temporary collection event for a total of ten (10) hours, excluding breaks and lunch.
- 3.3.6 The Contractor shall provide tent(s) of sufficient size for Contractor to pre-sort, test and pack collected waste materials and prevent run-off from chemical handling areas in the event of precipitation. (Historically, two tents with approximately 20 feet by 20 feet dimensions have been used for household hazardous waste collections.)
- 3.3.7 The Contractor shall provide a portable emergency decontamination shower with a 50 gallon capacity or the equivalent and a portable eyewash station with volume sufficient to provide at least 15 minutes of deluge water flow is required to be at each temporary collection facility.
- 3.3.8 The Contractor shall submit a Waste Analysis Plan, refer to section 3.6.
- 3.3.9 LLCHD Responsibilities: The LLCHD will assume the following responsibilities associated with the contract:
  - 3.3.9.1. Coordination of the information in the Contingency Plan that is particular to the local area, such as contacting the local emergency agencies and providing the contact telephone numbers to the Contractor.
  - 3.3.9.2. Selection of site locations for all temporary collection facilities.
  - 3.3.9.3. Crowd control.
  - 3.3.9.4. Provide Personal Protective Equipment (PPE) for LLCHD, City and County personnel and qualified community volunteers staffing the household hazardous waste collections.

- 3.3.9.5. Provide refuse/trash containers (dumpsters) for the disposal of the non-hazardous solid waste suitable for disposal in the City's landfill.
- 3.3.9.6. LLCHD, City and County personnel and Community Volunteers will remove waste materials from household hazardous waste collection Participants' vehicles and will serve as the primary liaison with the Participants visiting the temporary collection facilities.
- 3.3.9.7. LLCHD, City and County personnel will provide a representative to review and sign the *Uniform Hazardous Waste Manifests* and associated documents. This representative will be responsible for environmental compliance reporting and record-keeping.
- 3.3.9.8. If needed or required by the Contractor, LLCHD personnel will obtain temporary Environmental Protection Agency Identification Numbers, hereinafter referred to as EPA I. D. for all temporary collection facility locations from the Nebraska Department of Environmental Quality (NDEQ).
- 3.3.9.9. LLCHD, City and County personnel will provide traffic control signs or device to control traffic flow.
- 3.3.9.10. LLCHD may prepare, administer, and analyze Household Hazardous Waste Collection Participant surveys.
- 3.3.9.11. LLCHD will advertise the household hazardous waste collections through the media, signage, flyers, posters and telephone inquiries.

#### 3.4. On-Site Equipment List.

- 3.4.1. A list will be provided by Contractor of all equipment that is available at all the household hazardous waste temporary collection sites. This list should include fire prevention, safety, personal protective equipment, packaging materials, spill prevention and containment materials, and other equipment the Contractor deems suitable and necessary for completing the contract services.
- 3.4.2. The Contractor is required to provide (2) two separate scales at all household hazardous waste temporary collection sites. A large pallet scale capable of weighing up to 5,000 pounds and a small desktop scale capable of weighing small items up to 400 pounds.

#### 3.5. Spill, Fire, Contingency, and Emergency Response Plan(s).

- 3.5.1 Contractor shall provide a plan for spill prevention, containment, and clean-up plan tailored to activities associated with operation of a temporary household hazardous waste collection facility. This plan shall include spill clean-up and response procedures.

- 3.5.1 Contractor shall submit model procedures for a site-evacuation, notification, and emergency procedures to be posted at the temporary household hazardous waste collection facilities.

### 3.6 Waste Analysis Plan

- 3.6.1 The Contractor shall submit a model and facility waste analysis plan describing the waste characterization procedures, sampling methods, and fingerprint procedures used.
- 3.6.2 The plan should also describe load verification and testing protocol used at the destination receiving facility.
- 3.6.3. The plan shall indicate EPA sampling and testing methods used for field and load verification procedures.
- 3.6.4. The Contractor shall provide a hazcat plan for unknown waste.

### 3.7. Handling of Waste Types Collected.

- 3.7.1 Contractor must be capable of accepting all waste types collected, including but not limited to, pressurized containers, asbestos, dioxins, mercury, mercury compounds and lighting waste, a variety of pesticides, herbicides, wood preservatives, wastes containing polychlorinated biphenyls (PCB's), organic solvents, adhesives, dirty fuels, polishes, waxes, stains, varnishes, paint thinners, paint strippers, oil and solvent-based paints, automotive refrigerants, partially filled and full aerosol cans, small compressed gas containers, and unknowns.
- 3.7.2. Contractor must be able to characterize waste at the temporary household hazardous waste collection facilities and package and transport appropriately.  
  
A predetermined waste profiling system can be used to assist in the characterization of the waste.
- 3.7.3. Contractor must be able to characterize and accept unknowns at the temporary household hazardous waste collection facilities. A hazcat plan shall be used.
- 3.7.4. Decisions regarding whether or not to accept waste materials and whether or not the materials are hazardous or non-hazardous (meaning that they could be disposed of in local municipal landfills or by pouring into the sanitary sewer) will be made jointly by the LLCHD personnel and the Contractor's on site Chemist(s).
- 3.7.5 The Contractor shall list waste types that are unacceptable and that cannot be shipped for disposal directly from the temporary household hazardous waste collection facility.

- 3.7.6 The Contractor shall provide alternative disposal methods for wastes on the unacceptable waste list.
- 3.7.7 Any material deemed unacceptable for the collection but is deemed a public health risk shall be transported to the LLCHD hazardous waste storage facility for characterization and future disposal.
- 3.8. Waste Material Bulking Procedures.
  - 3.8.1. The Contractor should bulk package liquid waste materials, such as those acceptable for fuel blending, recycling, or direct injection incineration.
  - 3.8.2. The Contractor shall submit Standard Operating Procedures for the bulking of liquids, including paint, at the temporary household hazardous waste collection facility.
- 3.9 Packaging Guidelines.
  - 3.9.1. Wastes collected at household hazardous waste collections are to be packaged according to Department of Transportation specifications, loaded onto Contractor vehicles, and transported from the temporary collection facility at the end of each day by the Contractor.
  - 3.9.2 The Contractor shall indicate the packaging guidelines to be used for each waste type identified in the Cost Proposal. These guidelines shall specify the container size, type, and any special packaging requirements that may be necessary and Department of Transportation (DOT) exemptions to be used. The guidelines shall also specify the net volume or weight of each waste type category that can be packaged into various sized containers.
  - 3.9.3 The Contractor will be required to provide the LLCHD a summary of upcoming changes regarding packaging used and cost changes annually upon renewal of the contract.
  - 3.9.4 Prior to shipping, all packages shall be weighed on a scale accurate to one pound to determine gross weight for manifest purposes.
- 3.10 Transportation, Storage, and Disposal Facility Listings and Related Information.
  - 3.10.1. The Contractor shall provide a complete listing of all facilities that will be receiving waste materials expected from household hazardous or other waste collection sites that are part of the contract services.
  - 3.10.2. The Contractor shall provide a complete list of all temporary (10- day) storage/transfer facilities and ultimate disposal facilities, if not the receiving facility, which may be utilized between the household hazardous waste collections and the final disposal/recycling destination.

3.10.2.1. The list shall include the name, location, contact, telephone number, EPA I.D. Number, summary of permit conditions, status of permit, types of waste accepted, and reasons why the facility will be used.

3.10.2.2. Permits (or official authorization to operate) for each of these facilities shall be attached to Proposal.

3.10.3 All wastes must be shipped off site and transported to a disposal facility for treatment, incineration, retort, recycling, fuel blending or disposal upon completion of the HHW Collection Event. Such wastes shall not be co-mingled with any other waste and brokered through a third party.

3.10.4 The Contractor may provide descriptive information, such as marketing or sales brochures with Proposal.

3.11. Handling, Treatment and Disposal Methods.

3.11.1 The Contractor shall provide a written narrative describing handling, treatment, and disposal methods for each different waste material type collected.

3.11.1.1. If wastes are repackaged, bulked, or treated in any way prior to the final disposal destination, these occurrences shall be described in detail in the narrative.

3.11.2. The Contractor shall include in narrative a process description for the recycling of each waste type collected at the household hazardous waste collections.

3.11.2.1 Include the name, address, and EPA I.D. Number of the facility providing services.

3.11.2.2 Include the location at which each handling or treatment step is conducted by the recycling facility.

**4. Waste Disposal Hierarchy and Waste Management Methods**

4.1 The following is the preferred disposal hierarchy for all waste materials collected at household hazardous waste collection facilities: recycle/reuse; reclaim (metals/polymers); burn as alternative fuel or fuel supplement; chemical or physical treatment (not including stabilization for landfilling); incineration; and chemical landfill disposal.

4.1.1 The Contractor will be required to follow this preferred hierarchy unless contractor specifies in detail, in Proposal, all variations to hierarchy for each waste stream.

- 4.1.2 The Contractor will be required to continually evaluate the opportunities for moving higher on the waste management hierarchy for those waste materials collected at the household hazardous waste collections and shall report annually regarding how viable opportunities are implemented.
- 4.1.3 The Contractor must guarantee that waste will not be landfilled without specific written pre-authorization by the LLCHD, and in such case must be landfilled in a Subtitle C landfill.
- 4.1.4 Where possible the elemental mercury and mercury contained in manufactured articles, the Contractor shall dispose of via retort and shall credit any reclaimed product per unit weight.

## **5. Reports and Manifesting**

- 5.1 The Contractor shall provide with this Proposal all reports described in Section 5.1.1.
  - 5.1.1. The Contractor will be required to file a report of container contents for each waste type collected at each temporary household hazardous waste collection facility within 15 days following the event.
  - 5.1.2. Waste materials that are lab-packed, bulked on-site, or otherwise managed shall be delineated in these reports.
    - 5.1.2.1 Reports shall include lab-pack inventory worksheets, or tally sheets for each household hazardous waste collection, in addition to other hazardous waste documents.
  - 5.1.3. Reports shall include a copy of the waste destination receiving facility's waste load receipt inventory (also referred to as Inbound Manifest Report, or receiving invoice).
  - 5.1.4. The Report shall also define any problem areas; identify recommendations for improvement, and any other comments necessary for future events.

## **6. Cost Proposal**

Contractor shall complete the attached Cost Proposal Form as outlined and submit with Proposal. The form includes services that shall be requested from the Contractor. The Contractor's cost proposal should be outlined as follows:

- 6.1 Mobilization, Demobilization, On-Site Equipment, and Operation. The costs in this section should include the following:
  - 6.1.1. The cost for the movement of four (4) to six (6) person team per site plus supplies, equipment, packing materials, and any other items necessary to go to and from the temporary collection event.

- 6.1.2. Cost for a two (2) hour set-up and two (2) hour decommission of the temporary collection event for a total of eight (8) to ten (10) hours on-site, excluding breaks and lunch.
- 6.1.3. Cost Per Diem, if necessary.
- 6.1.4. Cost for all labor.
- 6.1.5. Cost for truck rentals or other transportation costs.
- 6.1.6. Cost for personal protective equipment, spill response and other safety equipment, and packing containers and related materials.
- 6.1.7. Cost for tent(s).
- 6.1.8. Cost for all administrative expenses.
- 6.1.9. Contractor shall provide the individual cost of operating a temporary household hazardous waste collection. The Proposal shall indicate costs for:
  - 6.1.9.1. Five to ten collections per year.
  - 6.1.9.2. Two collections should be proposed as two (2) day events, in two separate locations including the mobile collection and any additional manpower, equipment, or associated costs necessary to properly perform this type of event.
- 6.2. On-Site Labor Not Included in 6.1.
  - 6.2.1. Contractor shall provide cost of on-site labor for any time that might be required in excess of ten (10) hours on-site on a per hour basis for six (6) employees.
- 6.3. Bulking/Disposal of Liquids.
  - 6.3.1. The Contractor shall provide cost per gallon for disposal and for the labor associated with bulking on-site versus other methods of disposal for each type of waste being bulked at household hazardous waste collections; and for cost per each proposed disposal method.
  - 6.3.2. The waste management and/or disposal method shall be for each waste type in Waste Analysis Plan provided.
- 6.4. Characterization of Unknowns.
  - 6.4.1. The Contractor shall submit cost of field analysis and characterization per unknown. A description of the procedures should be included in Waste Analysis Plan.

- 6.4.2. A separate cost proposal shall be included if more than one procedure is provided in Waste Analysis Plan.

6.5 Paint.

- 6.5.1. The Contractor shall propose cost per gallon. Contractor shall specify the cost per latex and oil-based paint per gallon.

- 6.5.1.1. The Contractor shall indicate waste management methods to be used for each type of paint waste in Waste Management Plan.

6.6 Aerosols.

- 6.6.1. The Contractor shall indicate cost per pound of consumer-type aerosol cans for each waste management method proposed.

6.7 Lab-packs.

- 6.7.1. The Contractor shall indicate cost per container of 40 CFR 268.42(c) Appendix IV RCRA Labpacks.

- 6.7.2 All waste contained in these Labpacks will be acceptable under Appendix IV but not all particular waste and/or waste codes may be known or identified. Waste shall be handled by incineration with ash stabilization and sent to a RCRA Subtitle C Facility.

6.8 Dioxins.

- 6.8.1. The Contractor shall indicate cost per pound for each waste management method proposed.

- 6.8.1.1 The term dioxins refers to wastes that contain the chemicals: pentachlorophenol, pentachlorophenate, trichlorophenol (2,4,5-T), and related compounds such as 2,4,5-TP/silvex, Ronnel, Fenchlorophos, hexachlorophene, and any waste material with EPA code numbers: F020-F023 and F026-F028.

6.9 Polychlorinated Biphenyls (PCB's).

- 6.9.1. The Contractor shall indicate cost per pound for each waste management method proposed.

- 6.9.2. Preferred method of disposal for PCB's is incineration.

6.10 Mercury-Containing Wastes.

- 6.10.1. The Contractor shall indicate cost per pound for each waste management method proposed.



6.10.2 The Contractor shall indicate cost per feet for all sizes and types of fluorescent unbroken light bulb items and cost per pound for broken waste materials for each waste management method proposed.

6.10.3 Elemental mercury and mercury contained in manufactured articles shall be disposed of via retort and a credit applied for reclaimed product per unit weight, where possible.

6.11. Small Compressed Gas Containers.

6.11.1 The Contractor shall indicate cost per item for all sizes of small compressed gas containers that can be accepted at a household hazardous waste collection along with criteria for acceptance for each waste management method proposed.

6.12. Electronic Equipment including CRT, CPU, keyboards, mouse, etc.

6.12.1. The Contactor shall indicate cost per unit and/or per pound for each waste management method proposed.

6.12.2. The Contactor shall indicate if any part of this waste stream is going for final deposition out of the Continental USA for processing in other Countries. The Contactor shall provide all documentation of said processing including; Company Name, Address, Country, process of deposition and a compliance record of said company.

6.12.3. Articles shall be recycled and a credit applied for reclaimed product per unit weight, where possible.

6.13 Adhesives

6.14.1 The Contractor shall indicate cost per pound for waste management method proposed.

## **ATTACHMENT NO. 1**

### **Proposal Specifications for City of Lincoln-Lancaster County Departments and Agencies Hazardous Waste Services**

#### **1.1. Scope of Work for Attachment No 1**

- 1.1.1. This is a request for a proposal from the Contractor for providing hazardous waste packaging, pick-up, transportation, and recycling or disposal services for City and County departments and agencies (for example: Public Works, Parks and Recreation, City/County Shops, etc.) upon request of the Contractor. City and County departments and agencies are not required to use this contract.

#### **2.2. Proposal Specifications**

- 2.2.1. The types of hazardous wastes for which hazardous waste services are needed include, but are not limited to vehicle maintenance operations wastes, laboratory wastes, soil contaminated with diesel, paints and stains, meth lab waste, aerosols, pesticides and herbicides, wetted explosives and unknowns.
- 2.2.2. Specific arrangements for pick-up services are to be made at the time each service is needed on a case-by-case basis.
  - 2.2.2.1. The individual City and County departments or agency will contact the Contractor directly when hazardous waste pick-up services are needed.
- 2.2.3. Any waste testing, profiling, inventorying, or other sampling required to ship a waste shall be negotiated at the time the City and County department or agency notifies the Contractor of the need for hazardous waste pick-up services.
- 2.2.4. The Contractor shall provide turn-key services to the requesting Departments or Agencies and shall be responsible for the packaging, transportation, and recycling or disposal of hazardous wastes.
- 2.2.5. The Contractor's services will be governed by the Master Services Agreement established as part of the household hazardous waste collections contract.
- 2.2.6. The Contractor must meet all the requirements and must submit all Attachments as requested in the *Proposal Specifications for Household Hazardous Waste* Sections 3 through 6, as they apply to this type of service. The Contractor is not required to submit items of information or attachments which are duplicative.

#### **3.3. Cost Proposal**

- 3.3.1. The Contractor shall submit a separate Cost Proposal for the type of hazardous waste services specified in this Attachment.

- 3.3.2. If a separate Cost Proposal is not received regarding the type of hazardous waste services specified in this Attachment, it will be assumed that the same costs that are associated with the household hazardous waste collection services will prevail for the services as required by this Attachment.
- 3.3.3. If a City or County department or agency requests hazardous waste services according to the guidelines specified in this Attachment at times which will coincide with a scheduled household hazardous waste collection event, no separate mobilization fees shall be charged for these services to any City or County departments or agencies.
- 3.3.4. If a City or County department or agency requests hazardous waste services according to the guidelines specified in this Attachment at times which do not coincide with a scheduled household hazardous waste collection event, and services are provided by the Contractor in response to these requests, only one (1) mobilization fee shall be charged for the services.

## **ATTACHMENT NO. 2**

### **Proposal Specifications for Lancaster County Limited Small Business Hazardous Waste Services**

The LLCHD may coordinate a small business educational hazardous waste collection event. The event may include providing limited collection of wastes or specified waste types.

#### **1.1 Scope of Work for Attachment No.2**

- 1.1.1. The Contractor will submit a proposal for providing hazardous waste packaging, pick-up, transportation, and recycling or disposal services for Conditionally Exempt Small Quantity Generators (CESQG). These small business events shall be held the day prior to Household Hazardous Waste Collections Events and shall be five (5) to eight (8) hours in length.
- 1.1.2. The Contractor shall be responsible for providing all price quotes to the CESQG businesses on their hazardous waste disposal fees and will receive payment to cover the cost of mobilization/demobilization, hazardous waste packaging, pick-up, transportation, and recycling or disposal services. The LLCHD will provide advertising and technical assistance at the small business events.

#### **2.2. Proposal Specifications**

- 2.2.1. Specific arrangements for pick-up services are to be made at the time each service is needed on a case-by-case basis.
  - 2.2.3.1. The services may include collections of specified categories of wastes at one temporary hazardous waste collection facility.
  - 2.2.3.2. The LLCHD will contact the Contractor directly when CESQG hazardous waste services are needed.
- 2.2.4. Any waste testing, profiling, inventorying, or other sampling required to ship a waste will be negotiated at the time the LLCHD notifies the Contractor of the need for hazardous waste pick-up services.
- 2.2.5. The Contractor shall provide turn-key services to the Lincoln- Lancaster County Health Department and shall be responsible for the packaging, transportation, and recycling or disposal of hazardous wastes for any collection activities.
- 2.2.6. The Contractor's services will be governed by the Master Services Agreement established as part of the household hazardous waste collections contract.
- 2.2.7. The Contractor must meet all the requirements and must submit all documents as requested in the *Proposal Specifications for Household Hazardous Waste*, Sections 3. through 6, as they apply to this type of service. The Proposer is not required to submit items of information or documents which are duplicative.

### 3.3

#### **Cost Proposal**

- 3.3.1. The Contractor shall submit a separate Cost Proposal for the type of hazardous waste services specified in this Attachment.
- 3.3.2. If a separate Cost Proposal is not received regarding the type of hazardous waste services specified in this Attachment, it will be assumed that the same costs that are associated with the household hazardous waste collection services will prevail for the services as required by this Attachment.
- 3.3.3. If a City or County department or agency requests hazardous waste services according to the guidelines specified in this Attachment at times which will coincide with a scheduled household hazardous waste collection event, no separate mobilization fees shall be charged for those services to any City or County departments or agencies.
- 3.3.4. If a City or County department or agency requests hazardous waste services according to the guidelines specified in this Attachment at times which does not coincide with a scheduled household hazardous waste collection event, and services are provided by the Contractor in response to these requests, only one (1) mobilization fee shall be charged for the services.

The contact for the Proposal Specifications is:

Beth Mann, CHMM, Environmental Health Specialist II, Household Hazardous Waste Coordinator  
Lincoln-Lancaster County Health Department  
3140 N Street  
Lincoln, NE 68510  
Telephone (402) 441-6235  
Facsimile : (402) 441-3890  
E-mail: [bmann@ci.lincoln.ne.us](mailto:bmann@ci.lincoln.ne.us)

The contact for the Proposal Process is:

Tom Kopplin  
Assistant Purchasing Agent  
City of Lincoln, Nebraska  
440 South 8th Street  
Lincoln NE 68508  
Telephone : (402)-441-7414  
Facsimile : (402) 441-6513  
E-mail : [bmann@ci.lincoln.ne.us](mailto:bmann@ci.lincoln.ne.us)